4/1/08

Aeronautics Commission:

Mr. Blanchard asked the remaining members for their appointments to the Aeronautics Commission. Appointments are as follow:

District II: Appoint: Mr. Dan Suddeth, 213 Burnt Tanyard Road, West Union, SC 864-903-1017

Mr. Crumpton made a motion, seconded by Mr. Ables, approved 5 – 0 to appoint Mr. Dan Suddeth to the Aeronautics Commission.

District III: Re-Appoint: Mr. Thomas Luke, 106 Terry Drive, Seneca, SC 29678 864-882-2619

Mr. Suarez made a motion, seconded by Mr. Ables, approved 5 – 0 to re-appoint Mr. Thomas Luke to the Aeronautics Commission.

Arts & Historical Commission:

District II: Re-appoint: Mr. Luther Lyle, 65 Plantation Road, Walhalla, SC 29691 864-638-6070

Mr. Crumpton made a motion, seconded by Mr. Suarez, approved 5 – 0 to re-appoint ~~Mr. Thomas Luke~~ Mr. Luther Lyle to the Arts & Historical Commission.

Administrator's Report:

Charter Communications:

Mr. Surrett addressed Council regarding the change to the Charter Communications contract based on South Carolina granting Charter a state-wide franchise. This requires no action by Council and is presented for information purposes only.

FAA Funding at Airport:

Mr. Surrett noted that the Oconee County Airport received grand funding from the FAA in the amount of approximately $48,000 to obtain engineering work to repair in part a high spot in the runway. This would be conducted under the existing contract with Talbert & Bright if approved by Council.

Mr. Lyles made a motion, seconded by Mr. Suarez, approved 5 – 0 to authorize a change order to for Talbert & Bright in the amount of $48,000.

Junkyard Ordinance Proposal

Kelvin J. Moore

Oconee County Council
George Blanchard, Thomas S. Crumpton, Jr., Mario Suarez, Marion E. Lyles,
H. Frank Abies Jr.
April 1, 2008

Topic: Junkyard Ordinance

Specific Purpose: To persuade Oconee County Council to adapt a junkyard ordinance as it pose a hazard to the health, safety and welfare of the communities in which they are located, along with assurance that they do not create a nuisance beyond their premises.

Background: According to the *Journal/Tribune*:

> A city official said his department will begin an investigation to determine whether storage of crushed cars at a local garage owned by a city councilman violates a city ordinance. Council member Mike Adams, who owns the property, says he will leave the cars where they are "until I get ready to move them."

Attachment 1 is a copy of a newspaper article 20 years ago from the *Journal/Tribune*. This article explains the problems I had at that time with the owner and his opinion regarding the matter.

Mr. Adams owns the land next to our property. All of his property was in the city limits. Seneca Code of Ordinance would have governed Mr. Adams' property. However, he removed part of this land from being located within the city limits. Hence, this part of the land became county property. Again, this part is next to our property and he uses this part to perform his auto-crushing duties. Even though most of his land is within the city limit, this part is outside their regulation. **Attachment 2**

This part of Mr. Adams' property has no ordinance to govern it. Therefore, this is the reason why there is a need for a junkyard ordinance.

Issue: The Junkyard, which is next to our house, has become a nuisance. There is noise from the auto-crushing machine along with their tractors. They operate these machines within 10 feet of the property line. These machines have caused such vibration that the

foundation of our house is being affected. There are cracks in the walls of the house caused by the operation of these machines.

In addition to the noise and the vibration, he as place a bin on his property for individuals to bring scrap metal, water heaters, file cabin along with other objects. Again, this bin is less than 10 feet from the property line. This is not safe for us because there is no barrier between these strange individuals and us. Many times, some of this metal comes across our driveway, which put us at risk of getting a flat tire. I have asked Mr. Adam to assist in keeping this area (driveway) clean yet he has not attempted to assist in this matter.

Attachment 3 is a set of pictures that I took regarding this issue. The 2nd picture on the right is from my family's front porch. It shows how they leave their cars open and not enclosed from the public. The top picture on the right side is an example of the waste that is left by strangers into the bin. The top picture on the left side is a picture of our house, driveway, and the auto-crushing machine. This machine along with the tractor is detrimental to the harmony of the community. It is also an example of how close he operates these machines. The 2nd picture on the left is an example of metal object that have washed down in front of our driveway. Finally, the 3rd picture on the left side is a close-up example of the metal objects that come across our driveway. Again, Mr. Adams refuses to help keep this road clean.

This road is a single road used for the community, Head Start School, and other that used the road to travel. However, Mr. Adams and Randy Auto have used the road for their personal gain. Many times, there is trash and glass in the road from their use of

the road. Head Start School and the parents are most likely being affected by the trash in the road also.

Next, Randy Cobb and Mr. Adams have complained of crime in the area. However they do not have any barriers in place to protect them. Mr. Adams invites individual to come and dump scrap metal up there. Randy stated that a battery was stolen from a bus that he was working on outside his building. Yet, his work is supposed to be performed within his building. According to Seneca City Code of Ordinances 515.5i:

> Garage or shop for the repair and servicing of motor vehicles, equipment or machine parts, provided any open yard storage, incidental to such an operation, is completely enclosed by a solid wall or stockade type fence of at least six (6) feet in height; and provided no sound, vibration, heat glare or electrical disturbance is created which creates a nuisance beyond the premises.

Finally, Mr. Adams employees park their trucks in a non-parking area. By parking their trucks there, it creates a hazard for motorist as they use this road. There are parents, buses and other who use this road. They create a blind spot. **Attachment 2 A**

Conclusion: I request for Oconee County Council to adapt a junkyard ordinance for the safety and peace of the communities located next to them. I request that you create an ordinance that will demand a visual screen from the public with a solid wall, which should prevent sounds, vibration from creating a nuisance beyond the premises. I request that the police and code enforcement officers monitor them.

In addition, I have research Anderson County, Greenville Count, and Pickens County and found that they all have similar junkyard ordinance that are gear to protecting

the community from these hazards and from them becoming an attractive nuisance for kids to enter and harm themselves.

I have listed the counties website and direction toward their Junkyard Ordinances.

Anderson County:
www.andersoncountysc.org
County Code of Ordinance
Chapter 42 Law Enforcement
Section 42-176

Pickens County:
www.co.pickens.sc.us/council/
County Code of Ordinance
Chapter 10 Businesses
Article III Junkyard

Greenville County
www.greenvilleplanning.com

Thank you for your consideration of this junkyard ordinance proposal.

Kelvin J. Moore

Councilman's junk cars investigated

Neighbor complains of open storage

A city official said his department will begin an investigation to determine whether storage of crushed cars at a local garage owned by a city councilman violates a city ordinance.

Council member Mike Adams, who owns the property, says he will leave the cars where they are "until I get ready to move them."

The investigation by the planning office was initiated after the *Journal/Tribune* questioned City Planner Frank Wise about the cars stacked on property inside the city limits.

The *Journal/Tribune* contacted Wise after a local citizen complained of the condition of the property.

A student at Clemson, Kelvin Moore, 20, lives with his parents next door to Adams' property. The Moore property is outside city limits. Moore said he had contacted Adams and both city and county officials to complain about the open storage and other matters.

Moore questioned, "Do certain council members get a break on city ordinances? As a councilman, Adams is supposed to see that other areas comply with the law," said Moore.

The lot in question is a 5/22-acre plot located on Lagoon Road between two sections of railroad tracks south of North 1st Street.

The property is zoned general commercial, according to zoning maps provided by Wise. A business license lists "truck repair" as the business at that address. Randy's Truck Repair, owned by Randy Cobb, uses the large, cement block building on the property. "I have nothing to do with the cars outside," Cobb said.

One of the conditional uses for property zoned general commercial is, according to Article VIII, Section 804, Subsection C of the Seneca Zoning Ordinances: "Garage for the repair and servicing of motor vehicles provided all operations are conducted within a fully enclosed building; and provided there is no open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises."

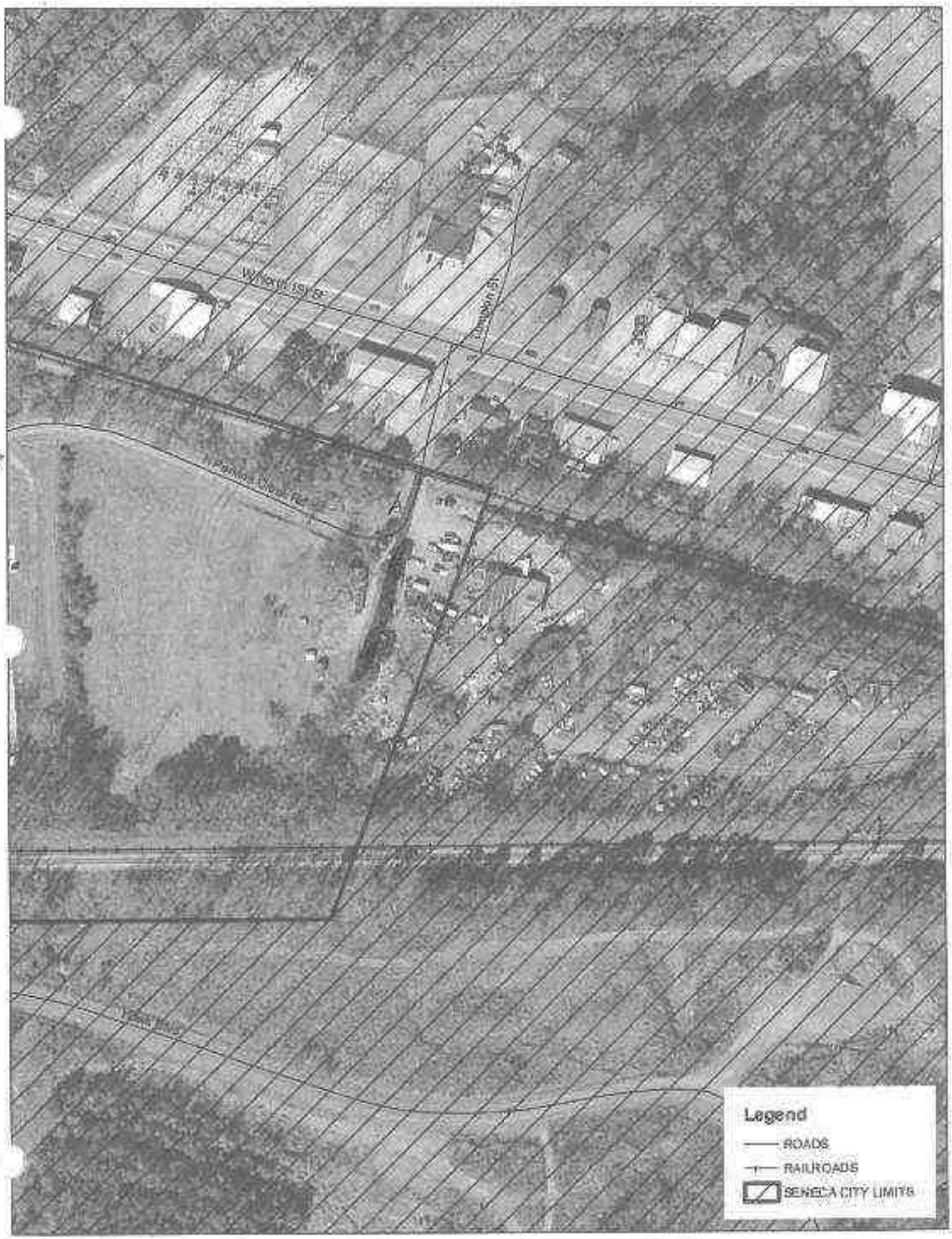
Adams denied knowing the open storage of wrecked vehicles might violate the law. "I've always retained the vehicles while in the midst of transporting," he said.

Adams signed a Zoning Compliance Review in 1985 after requesting the property be rezoned from residential to commercial. The zoning variance was approved. The review stated that he had knowledge of the conditional uses of his property. The signed statement included the notation, "No open storage."

When the condition was read to Adams, he said, "Now that you've made me aware of the ordinance, what's the question?" Told that the question was, what are you going to do about the open storage, Adams replied, "I'm going to let them sit right there until I get ready to move them." Adams had no further comment.

The planning and zoning department will investigate, according to Wise.

The penalty for a violation of the zoning laws is no more than $200 and/or up to 30 days in jail for each offense. Each day of continued violation is considered a separate offense. "This is applicable to anyone found in violation of city zoning ordinances," Wise said.


Legend
ROADS
RAILROADS
SENECA CITY LIMITS

April 1, 2008
Extended Public Comment Session:

Mr. Kelvin Moore re: request for a County Junk Yard Ordinance

Gentlemen:

Just a brief summary of what Mr. Moore will speak to you about.
His parent's own a home across the street from an established junk yard.
The issue is that 95% of the junk yard's property is within the city limits of Seneca.
There is a small sliver of land outside city limits.

The city has been unwilling to assist Mr. Moore with issues of run off, fumes, trash, rodents and noise from the machinery placed on the small sliver of land.

The junk yard owner has built a fence on the city portion of the land but is also conducting business on the small sliver.

Mr. Moore has addressed his concerns to the City of Seneca without success.

Mr. Moore first the County through the Planning Department who initially believed that the small sliver was within the city limits but instructed Mr. Moore to visit the Register of Deeds to verify. Mr. Moore did a search through the Register of Deeds which does show the sliver as outside the city limits.

At this point Mr. Moore is asking the County to assist him and consider a junk yard ordinance.

[5 photographs attached]

Appalachian Council of Governments
Services to Oconee County, FY 2008

Return on Investment

Oconee County's annual investment in the Appalachian Council of Governments is **$ 27,951**. The return on that investment to Oconee County in FY 2008 is **$ 3,416,311, representing a return on investment ratio of $ 122 to $ 1.**

Components of Funding through ACOG to Oconee County

$	1,856,364	Federal Direct Grant Programs[1]
	835,565	Workforce Development Programs[2]
	400,000	ACOG/SCDOT Rural Highway System Improvement Program[3]
	324,442	Aging Service Programs[4]
$	**3,416,311**	**Total[5]**

Notes:

1. $ 986,364 allocated to the Oconee County Quick Jobs Development Center, and $ 870,000 allocated to the City of Seneca Utica Mill Village Sewer project.
2. Workforce development programs provide skills for workers to remain competitive in the continually evolving market, special training for dislocated workers, and skills that provide a career pathway for youth and young adults.
3. These funds were applied to the Sheep Farm Road Improvement and Extension project. Since FY 1998, this program has provided $ 26.9 million for road improvement projects in Oconee County. Through FY 2012, an additional $ 11.5 million is programmed for the Sheep Farm Road project.
4. These funds go directly into the County's economic base. They also reduce the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
5. The Total figure includes funding that is anticipated through the end of FY 2008.

Additional Services to Oconee County During FY 2008

- Worked with local officials to educate the public and promote a capital project sales tax to be used to fund sewer infrastructure and other economic development improvements.
- Updated the Oconee County portion of the COG's Regional Comprehensive Economic Development Strategy. This maintains the County's eligibility to receive federal Economic Development Administration grant funds.
- Continued to operate InfoMentum, which is used by the Oconee County Economic Development Board to provide information and data required by industrial and business prospects who are considering investment decisions in the County.
- Provided general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Walhalla, Westminster, and West Union.
- Hosted training sessions for the Local Update of Census Addresses (LUCA) program of the US Census Bureau. Participation from Oconee County will ensure an accurate census count in 2010 and increase eligibility for federal and state funding.
- Provided a state mandated planning education program to board members and compliance staff for the County and municipalities throughout the County.
- Completed the 2007 update of the Oconee County Economic Profile.

Coming up in FY 2009 and Beyond

- $ 11.9 million programmed for the Sheep Farm Road Improvement and Extension Project, FY 2009 – 2012.
- Staff support to the Oconee County Planning Department and Planning Commission on the County's planning program.
- Plan-A-Biz, an on-line support system for small businesses.
- Expansion of ACOG's small business lending program to provide additional resources for existing and new businesses.
- On-going state mandated planning education.

April 1, 2008

COMMENTS ON PUBLIC HEARING FOR FEE IN LIEU OF TAXES

It is important for County Council to know whether an industry has met the terms of its commitment to the county when asking for a renewal of FILOT Agreements.

A very brief review of pending FILOT Agreements indicate that the cost-benefit analysis shows a 1:1 ratio of cost to benefit over the period of projected impact.

First, we, the public, need assurance that there are measurements in place for a periodic review of the FILOT Agreements and to confirm that the company benefiting from tax assistance is in reasonable compliance with the projected analyses.

Second, a brief review of the analyses considered at this hearing make it appear that it is doubtful that all the reasonable cost of the industry inducement is fairly considered when making the cost-benefit analysis.

I'll reserve further comment respecting the costs of the inducement for a FILOT until there has been time to establish a periodic measurement process.

Thank you,

Susie Cornelius

Susie Cornelius
170 Old Mill Lane
Mountain Rest SC 29664

864.638.7243

April 1, 2008

COMMENTS ON PUBLIC HEARING FOR FEE IN LIEU OF TAXES

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Thank you,

Susie Cornelius

Susie Cornelius
170 Old Mill Lane
Mountain Rest SC 29664

864.638.7243

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:
Third Reading and Public Hearing for FILOT for Ordinance 2008-02.

BACKGROUND OR HISTORY:
Sandvik (Project VAL V) will invest at least $35.0M over the next 5 years under the FILOT Agreement.

SPECIAL CONSIDERATIONS OR CONCERNS:
In addition to the investment Sandvik is expected to create approximately 90 new jobs during that same time period. NOTE: Job creation is not required to receive a FILOT Agreement.

STAFF RECOMMENDATION:
Strongly recommend approval.

FINANCIAL IMPACT:
Over the next 20 years the estimated fees from this project are approximately $2,700,000.
The annual payroll for the 90 employees is estimated to be approximately $3,000,000.

ATTACHMENTS

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ **County Attorney**

_____ **Finance**

C: Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY

ORDINANCE NO. 2008-02

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SANDVIK, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Sandvik, Inc., a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparati, and equipment, for the purpose of the development of a facility for the manufacturing of cutting tools in which the minimum level of investment is not less than $35,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition

addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on February 19, 2008, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement; and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and/or various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing of cutting tools, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and;

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 1st day of April, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	February 19, 2008
Second Reading:	March 4, 2008
Public Hearing:	April 1, 2008
Third Reading:	April 1, 2008

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading and Public Hearing for Infrastructure Tax Credit for Ordinance 2008-03.

BACKGROUND OR HISTORY:

Sandvik (Project VAL V) will invest at least $35.0M over the next 5 years under the FILOT Agreement. We are also providing an Infrastructure Tax Credit of 25% for 10 years.

SPECIAL CONSIDERATIONS OR CONCERNS:

In addition to the investment Sandvik is expected to create approximately 90 new jobs during that same time period. NOTE: Job creation is not required to receive a FILOT Agreement.

STAFF RECOMMENDATION:

Strongly recommend approval.

FINANCIAL IMPACT:

Over the next 20 years the estimated fees from this project are approximately $2,700,000. The annual payroll for the 90 employees is estimated to be approximately $3,000,000.

ATTACHMENTS

None.

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ **County Attorney**

_____ **Finance**

C: Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY

ORDINANCE NO. 2008-03

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SANDVIK, INC. FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO SANDVIK, INC.

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of February 19, 2008, by and between Sandvik, Inc., a corporation duly incorporated and existing under the laws of the State of Delaware (the "Company") (also known as Project VAL IV) and the County, the Company has determined that it desires to construct and/or expand a manufacturing facility, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company and the location of the Project within the Park, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing of cutting tools, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee

Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand its cutting tools manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 1st day of April, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	February 19, 2008
Second Reading:	March 4, 2008
Public Hearing:	April 1, 2008
Third Reading:	April 1, 2008

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SANDVIK, INC.
a Delaware Corporation

Dated as of April 1, 2008

TABLE OF CONTENTS

Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of November 1, 2003, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and SANDVIK, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental

and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement Agreement executed by the County on February 19, 2008 and by the Company on March 17, 2008 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on February 19, 2008 (referred to herein as the "Inducement Resolution"), the Company has agreed to acquire by construction, lease, purchase, lease or otherwise a manufacturing facility which manufactures cutting devices (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park in the County involves an initial investment of at least $35,000,000 in fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted herein, within five (5) years of the end of the calendar year in which this Agreement is executed and qualifies as Project under the Act.

Pursuant to an Ordinance adopted on April 1, 2008 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its

general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive offer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the person or persons at the time designated to act on behalf of the County by written certificate furnished to the Company containing the specimen signature of such person and signed on behalf of the County by the Clerk of the County Council.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Sandvik, Inc., a Delaware corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property

under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land described in Exhibit "A" attached hereto.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions,

replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on February 19, 2008 and the Company on March 17, 2008 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on February 19, 2008, authorizing the County to enter into the Inducement Agreement.

"Infrastructure Credits" shall mean those credits against the fee in lieu of tax payments to be made by the company to the County as authorized by Section 4-1-175 of the Code and Section 4.2 hereof.

"Investment Period" shall mean the period commencing with the first day of economic development property is acquired hereunder ending on December 31, 2013.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2033.

"Project" shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article 1 or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company

restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a manufacturing facility which manufactures cutting devices and conducting other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility in the State.

(e) Inasmuch as at present the Company anticipates that the cost of the project will be at least $35,000,000, the cost of the Project will exceed the minimum investment required by the Act.

(f) The Company will invest not less than Thirty-Five Million ($35,000,000) in fee in lieu of tax eligible investments, subject to the fee, in the Project by the end of the fifth succeeding year after the year of the execution of the Fee Agreement. Should such investment requirement not be met, the Company will lose the benefit of the Infrastructure Tax Credit, prospectively.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of the Infrastructure Tax Credits of this Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2013 with not less than $20,000,000 being invested on or prior to December 31, 2033. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of the Infrastructure Credits if it dose not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the

Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation of Section 2.2. (f) hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2013, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Step 3: Using a millage rate equal to the millage rate of 204, the rate in effect for June 30, 2007, for the taxing district of the County in which the Facility is located (which millage rate shall remain fixed for the term of this Fee Agreement), determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax

exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Infrastructure Credits. The County agrees that to the extent the investment of the Company exceeds $20,000,000 hereunder, the company shall be entitled to Infrastructure Credits in an annual amount of Twenty-Five (25%) percent of the annual FILOT Revenues for each of the first ten (10) years. The Infrastructure Credits shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall display and subtract the Infrastructure Credits from the fee in lieu of tax payment statement sent to the company for the duration of the Infrastructure Credits.

Section 4.3 Cost of Completion. In the event that the cost of completion of the Project has not exceeded $5,000,000 in non-exempt (subject to the fee) investment as required under Section 12-44-30(13) of the Act by December 31, 2013, beginning with the payment due in 2014, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the

excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2013 using the calculations described in this Section above; over, (ii) the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project through and including 2013. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

(i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that

in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

(ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof: provided, however, that if at any time subsequent to December 31, 2013, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payments, and penalties and enforcement of collection.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.5 hereof. All such

restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.5 hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another Company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value prior the merger.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend them in any such action, prosecution or proceeding.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall

have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section, or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein

expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:	Oconee County, South Carolina 415 South Pine Street Walhalla, South Carolina 29691 Attention: Chairman of County Council
AS TO THE COMPANY:	Sandvik, Inc. 2424 Sandifer Boulevard Westminster, South Carolina 29692 Attention: President
WITH A COPY TO:	J. Wesley Crum, III P.A. 233 North Main Street, Suite 200F Greenville, South Carolina 29601 Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising

from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

WITNESSES:

_____

_____

SANDVIK, INC.

By: _____

Its: _____

WITNESSES:

_____

_____

EXHIBIT "A"
LAND DESCRIPTION

Tract 1

All that piece, parcel or tract of land together with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, on the north side of U.S. Highway 123, and containing approximately 8.54 acres; a unitary tract being composed of Tract A, containing 7.53 acres and Tract B, containing 1.01 acres, as shown and more fully described on a Plat thereof by Michael L. Henderson, PS #6946 of Cornerstone of Seneca, Inc. dated August 11, 1997, and recorded August 15, 1997 in Plat Book A512, Page 10, in the records of Oconee County, South Carolina, a copy of which is attached hereto as Exhibit "A-1" and made a part hereof.

Being the same premises conveyed by LAWRENCE F. YUDA and SANDRA YUDA by deed of THRIFT BROTHERS, INC. dated December 16, 1986 and recorded December 16, 1986 in Deed Book 480 page 16, Records of Oconee County, South Carolina, and the same premises conveyed to LAWRENCE F. YUDA and SANDRA YUDA by deed of VALENITE, INC. dated June 12, 1995 and recorded June 15, 1995 in Deed Book 821 page 121 Records of Oconee County, South Carolina, a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 page 005, Records of Oconee County, South Carolina.

Tract 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, containing approximately 12.227 acres, as shown and more fully described on a survey entitled "Property of Valenite, Inc." prepared by James G. Hart, Reg. L.S. #6674, dated February 12, 2003, revised June 20, 2003, a copy of which is attached hereto as Exhibit "A-2" and made a part hereof.

Being a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA, dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 at page 005, Records of Oconee County, South Carolina

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading and Public Hearing for Project I-Tech (ITech South); Ordinance 2008-04

BACKGROUND OR HISTORY:

Ordinance 2008-04 authorizes an Infrastructure Tax Credit Agreement for ITech South, a new company that will occupy the former Pine River Plastics facility on Highway 11, near the Oconee County Commerce Center.

SPECIAL CONSIDERATIONS OR CONCERNS:

ITech South plans to invest at least $5,775,000 over the next five years and create at least 60 new jobs.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT:

The Infrastructure Tax Credit Agreement approved by the County will permit a reduction of thirty percent of the fee payments for the project for each of the of the first ten years of the project. The County is projected to receive approximately $550,000 in fees over the next 10 years. The 60 new jobs are expected to provide new wages of approximately $1,560,000 each year.

ATTACHMENTS

None.

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ **County Attorney**

_____ **Finance**

C: Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2008-04

AN ORDINANCE BY OCONEE COUNTY, SOUTH CAROLINA, AUTHORIZING AN INFRASTRUCTURE TAX CREDIT (ITECH SOUTH, L.L.C. PROJECT); THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID INFRASTRUCTURE TAX CREDIT, INCLUDING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, Title 4, Chapter 1, Chapter 12 and Chapter 29, as amended, (jointly the "Act") to acquire, own, pay for, lease and dispose of infrastructure in order to enhance the economic development of the State of South Carolina (the "State") by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by Sections 4-1-175 and 4-29-68 of the Act to grant an infrastructure tax credit, which is a credit solely against payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-12-30 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure in order to enhance the economic development of the County, capitalized interest on the infrastructure tax credit (as described in the Act) and the costs of issuance of said credit; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement"); and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated January 8, 2008, by and between ITECH South, L.L.C. (the "Company") and the County, the Company has determined that it desires to acquire a manufacturing facility in the Park (the "Project"), which facility will include certain infrastructure to be owned, leased or used by the Company and to be located on the real property described in *Exhibit A* attached hereto (the "Infrastructure"); and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in acquiring and maintaining an industrial facility within the State, the County has agreed to authorize an infrastructure tax credit (the "Infrastructure Credit") which Infrastructure Credit will be used to defray costs of the Company in

acquiring and constructing the Infrastructure portion of the Project, and, in connection therewith, to make the Infrastructure portion of the Project available to the Company under and pursuant to the terms of an infrastructure credit agreement to be entered into between the County and the Company (the "Infrastructure Credit Agreement"); and

WHEREAS, pursuant of the Park Agreement between the County and Pickens County, the Company is obligated (i) to make or cause to be made payments in lieu of taxes (the "Fee Payments") in amounts equal to the taxes otherwise due on its Project in the Park, (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, the Infrastructure Credit is to be authorized under and pursuant to the provisions of the Act and to be credited solely against the Fee Payments otherwise due, the Infrastructure Credit is granted to offset a portion of the costs incurred by the Company in connection with the acquisition and construction of the Infrastructure; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Infrastructure to be defrayed and expenses incidental thereto requires that an Infrastructure Credit equivalent to Thirty 30% percent of the Fee Payments for the Project be authorized for each of the first ten (10) years for which Fee Payments are made for the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Infrastructure Credit Agreement by and between the County and the Company which the County proposes to execute and deliver; and

WHEREAS, it appears that the Infrastructure Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate an industrial facility in the State, the assistance by the County to Company, in the acquisition by construction or purchase of the Infrastructure, through an Infrastructure Credit, is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be issued, and granted, an Infrastructure Credit of the County in the amount equal to Thirty (30%) percent of the Fee Payments for the Project in the Park for each of the first ten (10) years of payments in lieu of tax for the Project, to be designated "Oconee County, South Carolina Infrastructure Tax Credit (ITECH South, L.L.C. Project)" for the purpose of defraying the cost of the Infrastructure, so as to induce the Company to locate a facility in the County.

Section 3. The Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Infrastructure Credit Agreement. The Clerk to the County Council is hereby authorized and directed to affix the corporate seal of the County to the Infrastructure Credit Agreement and to attest the same. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Chairman of the County Council executing the same, with the advice of counsel, said execution to constitute conclusive evidence of such approval.

Section 4. The Infrastructure Credit shall be chargeable solely against the Fee Payments for the Project in the Park. The Infrastructure Credit does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Infrastructure Credit Agreement. Nothing in this Ordinance or the Infrastructure Credit Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the Infrastructure Credit against the Fee Payments for the Project.

Section 5. The Infrastructure Credit Agreement shall be executed in the name of the County with the manual or facsimile signatures of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County. In case the officers whose signature shall appear on the Infrastructure Credit Agreement shall cease to be such officers before the delivery of the Infrastructure Credit Agreement, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 6. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of April, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: March 4, 2008
Second Reading: March 18, 2008
Public Hearing:
Third Reading:

EXHIBIT "A"

DESCRIPTION OF LAND

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ITECH SOUTH, L.L.C.
a North Carolina limited liability company

Dated as of April 1, 2008

TABLE OF CONTENTS

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of April 1, 2008 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and ITECH SOUTH, L.L.C., a limited liability company incorporated and existing under the laws of the State of North Carolina(the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate used to manufacture plastic molded products or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated January 8, 2008, between the Company and the County, the Company has determined that it intends to develop, construct, or cause to be constructed, furnished and equipped, manufacturing and/or office buildings on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"); and

WHEREAS, the County Council has agreed to provide infrastructure tax credit reimbursement to pay a portion of the cost of infrastructure, real estate and improvements thereon for the Project in an amount equal to thirty percent (30%) of the fee in lieu of tax payments to be received and retained by all of the County taxing entities during the first ten (10) years of the Project; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") and to Pickens County (the "Pickens Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County has agreed to provide financing or reimbursement of the Cost of the Infrastructure (as defined herein) to the Company to acquire and construct certain infrastructure, real estate and improvements thereon with respect to the Project more particularly described on the attached Exhibit B (the "Infrastructure") by means of providing a credit against the Oconee Fee Payments equal to thirty percent (30%) of such Oconee Fee Payments; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on April 1, 2008, following conducting a public hearing held on April 1, 2008, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Authorized Company Representative*" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President, any Vice President or Treasurer or Assistant Treasurer or Secretary or Assistant Secretary.

"Authorized County Representative" shall mean any person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean ITECH South, L.L.C., its successors and assigns.

"Cost" or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company.

"Infrastructure Credit" shall mean the credit to the Company's fee in lieu of tax payments to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on April 1, 2008 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, as amended or supplemented.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the

not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly formed under the North Carolina Limited Liability Company Act, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company will invest not less than Five Million Dollars ($5,000,000) in the Project prior to the December 31st of the fifth year following the year of the execution of this Agreement.

SECTION 2.03. Covenants of County

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately $5,000,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits

(a) Commencing with the payment of the Oconee Fee Payments finally due from the Company to Oconee County on January 15, 2006, and continuing for a period of nine (9) years thereafter (for a total of ten (10) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of (ten) 10 years, equal to 70% of the Oconee Fee Payment which would be due in the absence of this Agreement, plus the Pickens Fee Payment. THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Oconee Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Oconee Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full

force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments for performance by the County of its obligations under this Agreement.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement. Upon request of the Company, the County will execute a UCC-1 Financing Statement to be filed by the Company in order to perfect its security interest granted hereby.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall

shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a)	if to the County:	Oconee County, South Carolina 415 South Pine Street Walhalla, South Carolina 29691
	if by facsimile:	(864) 467-7358
(b)	if to the Company:	ITECH South, L.L.C. P.O. Box 1107 Arden, North Carolina 28704 Attention: E. Carl Morris President
	if by facsimile: with a copy to:	J. Wesley Crum, III P.A. 233 North Main Street, Suite 200F Greenville, South Carolina 29601 Attention: J. Wesley Crum III

if by facsimile: (864) 242-2378

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and ITECH South, L.L.C., has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

ITECH SOUTH, L.L.C.

By: _____
E. Carl Morris
Its: President

EXHIBIT A
LAND DESCRIPTION

7090 South Highway 11
Westminster, SC 29693

EXHIBIT B
INFRASTRUCTURE

The Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company.

EXHIBIT A

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, containing 13.83 acres, more or less, being more particularly described on a plat or survey entitled "ALTA/ACSM Land Title Survey for Cleveland Private Equity, LLC", prepared by Precision Land Surveying, Inc., dated June 6, 2007, and having, according to said plat, the following metes and bounds:

Commencing at a point in SC Highway 11, said point being approximately 1800 south of the intersection with US Highway 76-123, thence running with SC Highway 11 the following two courses and distances: 1) along and with a curve to the right, having an arch length of 772.75 feet, a radius of 2,152.90 feet and a chord bearing and distance of S 34-53-04 W 769.27 feet to a point, 2) S 44-15-57 W 8.28 feet to a point; thence turning and running with the meanders of a creek; said creek being common with the property now or formerly of V. C. and Hazel McAlister and the property now or formerly of Thrift Brothers, Inc. the following courses and distances: N 33-50-03 W 78.84 feet to a point; N 24-32-39 W 47.76 feet to a point; N 18-57-09 E 52.10 feet to a point; N 06-13-34 E 151.14 feet to a point; N 03-26-21 E 70.47 feet to a point; N 30-07-53 E 35.70 feet to a point; N 04-54-41 E 72.82 feet to a point; N 38-20-32 W 21.58 feet to a point; N 07-25-31 E 83.31 feet to a point; N 20-54-47 E 50.61 feet to a point; N 05-07-27 W 38.42 feet to a point; N 58-38-00 E 88.84 feet to a point; N 25-47-48 E 71.56 feet to a point; N 40-12-10 E 58.68 feet to a point; N 22-46-42 W 62.09 feet to a point; N 04-01-51 W 50.65 feet to a point; N 34-25-07 W 16.48 feet to a point; N 74-53-45 W 53.18 feet to a point; N 59-41-12 W 88.56 feet to a point; N 33-17-24 W 44.35 feet to a point; N 17-55-12 W 68.83 feet to a point; N 05-57-04 W 62.56 feet to a point; N 27-38-15 E 35.96 feet to a point; N 27-03-21 W 77.41 feet to a point; N 01-57-58 E 129.31 feet to a point; N 07-54-39 W 180.66 feet to a point; N 60-08-55 E 143.77 feet to a point; N 33-52-42 E 91.74 feet to a point; N 01-60-56 E 87.49 feet to a point; N 13-48-40 W 102.35 feet to a point; S 89-18-47 W 27.04 feet to a point; N 17-05-40 W 50.27 feet to a point; N 08-16-13 E 45.37 feet to a point; N 14-08-13 W 52.05 feet to a point; N 02-11-49 W 69.37 feet to a point; N 14-56-10 W 79.83 feet to a point; N 02-35-49 W 78.35 feet to a point; thence leaving said creek and running with the property now or formerly of Brenda A. Duncan S 86-15-35 E 722.72 feet to an iron pin; thence turning and running with the property now or formerly of Lift Technologies Inc. the following two courses and distances: 1) S 13-06-18 W 1106.13 feet to an iron pin, 2) S 76-32-19 E, passing through an iron pin at 934.32 feet, for a total of 316.32 feet to the Point of Beginning.

DERIVATION: This being the same property conveyed to Carolina Foothills, LLC by deed of Oconee County, South Carolina, dated _____, 2007 and recorded on _____, 2007 in the Office of the Register of Deeds for Oconee County, South Carolina, in Book _____ at Page _____.

TAX MAP NO: 251-00-04-028

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2008-07

AN ORDINANCE REPEALING BOTH ORDINANCE 2004-1, AN ORDINANCE CREATING THE LAKEVIEW ASSISTED LIVING COMMISSION AND ORDINANCE 2003-18, AN ORDINANCE TO APPOINT A BOARD MEMBER TO THE BOARD OF LAKEVIEW ASSISTED LIVING, INC.

WHEREAS, Oconee County owns the building and real property upon which the Lakeview Assisted Living facility is located; and

WHEREAS, in the past Oconee County has been involved to varying degrees in the operation of the Lakeview Assisted Living facility; and

WHEREAS, Senior Solutions Inc., working with Oconee Memorial Hospital, is currently operating the Lakeview Assisted Living facility; and

WHEREAS, Senior Solutions is currently in the process of reorganizing its operations at Lakeview Assisted Living facility;

NOW THEREFORE, BE IT ORDAINED, by the Oconee County Council in session, duly assembled and voting, upon third and final reading, the following:

1. That Ordinance 2004-1, An Ordinance Creating the Lakeview Assisted Living Commission, is hereby repealed.

2. That Ordinance 2003-18, An Ordinance To Appoint A Board Member To The Board of Lakeview Assisted Living, Inc., is hereby repealed.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 1, 2008
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2008-08

AN ORDINANCE REPEALING ORDINANCE 2002-6, AN ORDINANCE REORGANIZING THE OCONEE COUNTY SOLID WASTE COMMISSION.

By Oconee County Council, in session and duly assembled with quorum present and voting, and upon third and final reading, BE IT ORDAINED that Ordinance 2002-6, an Ordinance reorganizing the Oconee County Solid Waste Commission and repealing Ordinance 79-19 dated November 6, 1979, is hereby repealed.

OCONEE COUNTY, SOUTH CAROLINA

By:_____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:_____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: April 1, 2008
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY

RESOLUTION 2008-07

"A RESOLUTION CELEBRATING NATIONAL TELECOMMUNICATIONS WEEK APRIL 13 – 19, 2008"

WHEREAS, Oconee County Council recognizes that those who perform telecommunications duties within the County serve as the first contact citizens have in an emergency; and

WHEREAS, Oconee County Council recognizes that these individuals provide an indispensable link between pubic safety workers and the public; and

WHEREAS, Oconee County Council recognizes that because of the hard work and dedication of our telecommunications workers, Oconee County is a much safer place for our citizens to work and live, and

WHEREAS, each year the Federal Government of the United States designates the second week of April each year as National Telecommunications Week.

NOW THEREFORE, BE IT RESOLVED that Oconee County Council hereby resolves that the week of April 13 – 19, 2008, shall be designated as Telecommunications Week in Oconee County.

APPROVED AND ADOPTED this 1st day of April, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Request funding approval for design and bidding services to remediate runway line-of-sight safety issue at Oconee County Airport.

BACKGROUND OR HISTORY:

The FAA Atlanta Airports District Office has determined **the runway at Oconee County Airport does not meet FAA line of sight design standards due to a crown in the middle section of the landing surface.** FAA requires this crown in the runway to be removed BEFORE extending runway 25 and the parallel taxiway. Therefore, FAA grant (AIP-16) funds to be issued to the County must be used to remove the crown. Towards that goal, the design and bidding services to remediate the line of sight discrepancy should be accomplished within the next few weeks. Doing so will ensure the contractors have enough time to remove the crown before the fall flying season. **Removing the crown in the runway requires closing the runway for up to 75 days.** Oconee County can anticipate construction funding of the extension in Federal fiscal year 2009.

SPECIAL CONSIDERATIONS OR CONCERNS:

FAA may not fund 600 extension of runway 25 if runway line of sight design standards are not remediated. It may take 60-75 days of runway closure to remove the runway crown. More importantly, not funding and starting this project by the first week of June 2008 may adversely affect operations during the Clemson University Football schedule (a significant revenue period for the County FBO). (This may result in an estimated revenue reduction of $ 111,000)

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization for design / bidding services for runway crown remediation. **The FAA approved the work authorization (3401-0801 Amdmt 1) on March 21, 2008.**

FINANCIAL IMPACT:

Total cost of design and bidding services for the runway line of sight remediation is $95,280.00 FAA will pay 95% of the design and bidding services fees. Oconee County's financial share is $2,382. Currently there is $135,061.00 available for this project in account 012-073-60244.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: YES
If yes, who is matching and how much: Oconee match share is $2382.00 SC State share is $2382.00.

ATTACHMENTS

FAA Grant summary for Runway Line-of-Sight and Extension
Sketch of construction zone for Line-of-sight remediation

Submitted or Prepared By:

Kevin Short, Airport Director
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

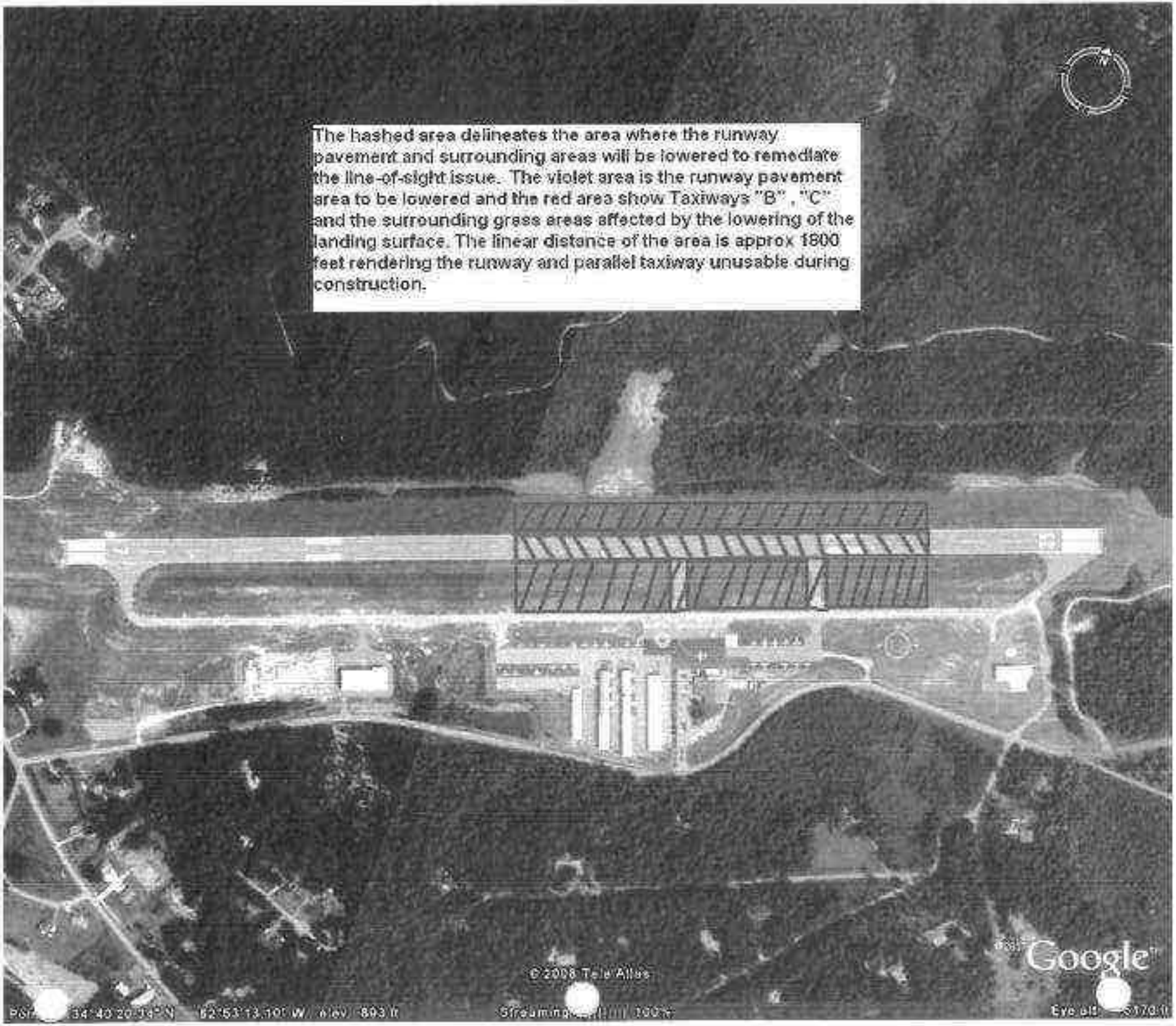
VMR Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

Oconee County Regional Airport
3 Year – Development Budget
3-2008

Grant	Description	Est Cost
AIP –15 --	Design 600 ft Extension – Runway 25 with parallel taxiway (includes topographic surveys, subsurface investigation, design and grant administration)	$296,018.00
	FY –07 Funding (grant is signed and project underway)	
AIP-16 –	Topographic subsurface investigation of runway centersection Line-of-sight compliance design analysis	*$ 48,000.00*
	Design of Line-of –Sight remediation (Mar-Apr-2008)	*$ 95,280.00*
	Oconee County Share	$2,382.000
	Construction of lowered runway centersection (Preliminary estimate of probable cost)	*$2,253,000.00*
	Total Anticipated Grant for AIP-16	$3,459,973.00
	Total Oconee County Share	$86,500.00
	Funds available for Environmental Permitting and Stream mitigation costs associated with 600 foi extension of Runway 25	$1,053,693.00
AIP – 17	Estimated Construction cost of 600 Extension of Runway 25 and Parallel Taxiway	$3,150,000.00


The hashed area delineates the area where the runway pavement and surrounding areas will be lowered to remediate the line-of-sight issue. The violet area is the runway pavement area to be lowered and the red area show Taxiways "B", "C" and the surrounding grass areas affected by the lowering of the landing surface. The linear distance of the area is approx 1800 feet rendering the runway and parallel taxiway unusable during construction.
© 2008 Tele Atlas
Google

OCONEE COUNTY BUDGET FY 2008-2009 SCHEDULE:

MEETING SCHEDULE:

Monday, 4/14/08	9A	Administrator presentation to Council w/ FY 08-09 budget in Chambers [3-4 hrs]
Wednesday, 4/16/08	12P	Tri-County Technical College Budget presentation @ Hamilton Career Center [time needed]
Monday, 4/21/08	9A	Budget Workshop in Chambers [4 hrs]
Thursday, 4/24/08	9A	Budget Workshop in Chambers [4 hrs]
Monday, 4/28/08	9A	Budget Workshop in Conference Room [4 hrs]
Wednesday, 4/30/08	9A	Budget Workshop in Conference Room [4 hrs]

ORDINANCE READING / PUBLIC HEARING SCHEDULE:

First Reading of Oconee County Budget Ordinance	Tuesday, April 15, 2008 @ regular meeting
Second Reading of Budget Ordinance	Tuesday, May 6, 2008 @ regular meeting
Public Hearing for Budget Ordinance	Tuesday, May 20, 2008 @ regular meeting
Third & Final Reading of Budget Ordinance	Tuesday, June 3, 2008 @ regular meeting

The Budget Ordinance for SDOC reading schedule will be forthcoming.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 4/1/2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Authorization for volunteer fire stations and Emergency Services to apply for Homeland Security Assistance to Firefighters Grant Program.

BACKGROUND OR HISTORY:

The Assistance to Firefighters Grant Program (AFG) provides financial assistance directly to fire departments and nonaffiliated EMS organizations to enhance their abilities with respect to fire and fire-related hazards. The primary goal is to help fire departments and nonaffiliated EMS organizations meet their firefighting and emergency response needs. AFG seeks to support organizations that lack the tools and resources necessary to more effectively protect the health and safety of the public and their emergency response personnel with respect to fire and all other hazards.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Homeland Security grant will provide funds to purchase a variety of protective gear, equipment, vehicles, etc. Match requirement is based on population served.

Fire Department	Estimated Total Grant Amount	Match Requirement (5% of Total Award)
Oakway Fire Dept.	$200,000	$10,000
Corinth-Shiloh	$290,000	$14,500
Fair Play Fire	$275,000	$13,750
Cross Roads	$90,000	$4,500

Fire Department	Estimated Total Grant Amount	Match Requirement (20% of Total Award)
Oconee County	$400,000	$80,000
Emergency Services		$100,000*

A pumper truck will be requested as part of the OCES grant application. The AFG only allows $250,000/pumper truck. Therefore, OCES requests an additional $100,000 from Council to properly equip the truck.

STAFF RECOMMENDATION:

Council authorize these grant applications and direct staff to include the local grant match of $222,750

FINANCIAL IMPACT:

Total Cost of Grant Program

- Homeland Security Assistance to Firefighters Grant Program = $1,255,000
- Total Local Match Requested = $222,750

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

We are requesting that Council direct Finance staff to include the local grant match in the FY 08-09 budget.

If yes, who is matching and how much:

ATTACHMENTS

Assistance to Firefighters Grant 2008 Equipment Request

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submittal to Council: – Secondo

I recommend $250K for truck w. match of $50K. Equip the truck via existing funds. Dive/swift water does not qualify

Department Head/Elected Official

Dale Surrett, County Administrator

Reviewed By: Initials: _____ **County Attorney** _____ **Finance** _____ **Grants**

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

Assistance to Firefighters Grant 2008

OCONEE COUNTY EMERGENCY SERVICES

Pumper Truck – $250K ($200K grant – $50K match) → Allow. Recommend.
Dive and swiftwater team equipment – Does not qualify

OAKWAY FIRE DEPARTMENT

Mini Pumper
Equipment for Mini Pumper to consist of: Ground ladders, 1.5" hose, 2.5" hose, and generator
Assorted nozzles, salvage covers, fire extinguishers, foam, streamlights, ground scene lighting, pike poles, shovels, axes, saws, etc.

CORINTH-SHILOH FIRE DEPARTMENT

Brush Vehicle
PPE, Generator, Misc. Loose equipment

FAIR PLAY FIRE DEPARTMENT

Brush Truck/Quick Attack Pumper
Vehicle exhaust system
Emergency generator for station
Sprinkler system for fire department
Sp02/SpCo detector

CROSS ROADS FIRE DEPARTMENT

Brush Truck

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Change order requisition for Ard, Wood, Holcombe & Slate Architectural Firm for Oconee County Courthouse ADA Issues.

BACKGROUND OR HISTORY:

Due to the litigation for the Oconee County Courthouse, an architect was selected by the previous administrator, Tom Hendricks to assist in the ADA issues recognized by the Department of Justice (DOJ). The architect selected was Danny Ard of Ard, Wood, Holcombe & Slate out of Greenville, SC. The use of this architect was to be coordinated through County Attorney Brad Norton.

The original budget for courthouse corrections was $135,000 in the account, 012-501-82004-00000. The original PO for Ard, Wood, Holcombe & Slate was for $25,000 to prepare a response to the US Department of Justice. There was a January 2008 meeting with the US DOJ Attorneys, US DOJ Architect, county staff, county attorney, and county special construction attorney Andy Goldsmith. Mr. Ard has been preparing "as built drawings" and renovation options to submit to the US DOJ. The funds that we are requesting are an estimate of the work that still needs to be completed through the month of April. Mr. Ard's fees will be based on the response that we receive from the Department of Justice regarding the ADA issues.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

The staff of Facilities Maintenance recommends changing the original PO amount from $25,000 to $100,000.

FINANCIAL IMPACT:

The original PO was issued to Ard, Wood, Holcombe & Slate on September 13, 2007 for $25,000.

The proposed requisition of $100,000 would decrease the overall budget to $177,532.15. As an additional note, Attorney Goldsmith has incurred $30,000 in billing to the county for this litigation that has not been paid.

ATTACHMENTS

1. **Quote from Danny Ard of Ard, Wood, Holcombe & Slate.**
2. **Requisition**

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____County Attorney

_____Finance

C: Clerk to Council

AWHS

COPY

Mr. Lake Julian
Oconee County
415 South Pine St
Walhalla, SC 29691

Re: Oconee County ADA Courthouse
Walhalla, SC

Dear Lake:

Per your request of 3-10-08, I have outlined the cost of our current billing and a scope of work:

1.	January Billing	$22,822.50	($11,587.50 over the original PO of $25,000)
2.	February Billing	$26,357.50	
3.	Projected March Billing	$22,000 +/-	

Our work has been and will continue to be measuring existing building and drawing up as-built plans and developing proposed dimension solutions for ADA compliance for DOJ submittals.

Our work forward will be to do as-builts and complete drawings on courtrooms and finish up toilets. Please issue a PO for $66,000 to cove the above billing periods.

Very truly yours,

ARD, WOOD, HOLCOME & SLATE, INC.

Danny N. Ard, AIA

March 11, 2008

Pc/fax: Ms. Marianne A. Dillard
Ms. Tabitha Harvey

ARD, WOOD, HOLCOMBE & SLATE ARCHITECTS, INC. • ARCHITECTS AND PLANNERS
[illegible] SOUTH [illegible] STREET GREENVILLE, SOUTH CAROLINA 29601
864.240-5450 FAX 864-233-5691 TOLL FREE 800-774-7400 www.awharchitects.com

OCONEE COUNTY REQUISITION

Sections 1, 2 (if applicable) & 3 (if applicable) are to be filled out entirely prior to submitting the requisition to the Procurement Office. Requisitions received and completed incomplete will be returned to the initiating dept for completion.

SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE

(to be filled out & signed by initiating dept)

DATE: 3/27/2008 INITIATING DEPT: Facilities Maintenance

BUDGET CODE: 012 - 501 - 82004 - 00000

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE $ 335,000

(Note: You must fill in this section if using any budget code other than operational, small capital, maintenance/repair, buildings & grounds)

If your department has purchased this item(s) previously, fill in the previous PO #: _____

DELIVERY INSTRUCTIONS: _____

BY SIGNING BELOW, I CERTIFY THE FOLLOWING:

The items listed below are needed by this department for the sole use & benefit of Oconee County and have been approved in my budget.

DEPARTMENT HEAD SIGNATURE (or approved designee)

SECTION 2: OTHER REQUIRED SIGNATURES

_____ IT Dept, Engineer, Communications, etc. as to technical content

_____ Funds Certification by the Finance Office

SECTION 3: GRANTS USE ONLY

NAME OF GRANT: _____

DEADLINE TO SPEND FUNDS: _____

(Note: You must fill in this section if using grant funds or any other funds that have a deadline for issuing a PO.)

Are there any special bidding requirements? ___ yes ___ no

_____ Grants Administrator

	BIDDER #1	BIDDER #2	BIDDER #3
Company Name	Ard (Wood) Hawkins & Slate		
Person Dealing	Barry Ard		
Phone Number	864-242-5450		
Fax Number	864-233-5081		
Delivery Time			
Notes			

QTY:	Unit of Measure	Description Attach detailed descriptions on a separate page (if applicable)	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
		Change Order to PO# 44635-architectural services for courthouse litigation has exceeded		100,000.00				
		initial PO amount of $25,000. Work is still needed to continue measuring						
		existing building and drawing as-built plans and proposing solutions for the						
		ADA issues to the Department of Justice.						
		(See attached quote)						
		Subtotal	100,000.00					
		Freight (if applicable)	N/A					
		Sales Tax (6%)	N/A					
		GRAND TOTAL	$100,000.00					

PROCUREMENT OFFICE USE ONLY:

Issued To _____ Copy of PO to _____

PO # _____

Ordering Instructions: FAX MAIL DEPT E-MAIL _____

Requisition Form
Revised August 2007

Boards & Commissions	Meeting Date to Appoint	George Blanchard District I	Tommy Crumpton District II	Mario Suarez District III	Marion Lyles District IV	Frank Ables Districti V	Delegation Office	Other
Aeronautics Commisssion	January 2012	2012: Paul Mack	2012: Dan Suddeth	2012: Thomas Luke	2012: Wayne Rholetter	2012: Fred Golden	2012: Robert Edwards	
Anderson-Oconee Behavioral Health Services Commission	05-08	**All need either appointment / re-appointment - requirements set forth in ORD 83-06 - Terms = 3 yrs Harold Alley, Wanda Long, Joan Black, Jere DuBois, Fred Hamilton, Billie Welsh, Robert Blassingame**						
Arts & Historical Commission	March 2010	2010: Rick Bethea	2012: Luther Lyle	2010: Al Robinson	2012: Barbara Waters	2012: Henry Richardson		At Large: 2010/Jerry Bagwell & 2012/Stan Dupree
Assessment Appeals, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
ATAX Committee	06-08	**All need either appointment / re-appointment - requirements set forth in ORD 98-01 - Terms = 3 yrs Geri Mc Swain, Gerald Foster, Ilene Sendy, Glenn Abbott, Barbara Laughter, Ginger Pope, Doyle Burton**						
Building Codes Appeal Board		2011: Roger Mize	2011: Neal Workman	2011: Sam Shaw	2011: Vinson Smith	2011: Forrest Fuller		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
Economic Development Commission	11-08	**2012: Kim Alexander**	**2010: Harold Gibson**	**Hank Field**	**2010: Sam Dickson**	**2010: Buddy G. Herring**		
Emergency Services Commission		2011: Roger Garst	2011: Jess Nevell	2011: Jay Heatherington	2011: Nick Williams	2011: Jim Miles		
Firemen's Insurance & Inspection Fund Board		2009:Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Infrastructure Advisory Commission **		(OC Appoint 3: Economic Development Director + two - at present = Art Holbrooks/Planning, Brad Norton/County Attorney						
Keowee Fire Tax District Commission		All Members elected to 4-yr term in November General Election						
Library Board		2009: John Adams, Carol Baumgarner, Frank Montague, Judy Gaulin, Raymond Morrison, Bill Kennedy, Vicki Miller, Paul Johanson, Hector Torres [5=4 yr terms, 4=2 yr terms]						
Parks, Recreation & Tourism Commission	11-08	**2011: Camilie Terry**	**Vacant**	**2011: Wayne Fredy**	**2009: Mildred Spearman**	**2009: John Carter**		**2011: Bettine George**
Planning Commission	06-08	**2009: William Nelson**	**2009: Randy Abbott**	**2009: Bill Evatt**	**Tommy Abbott**	**2009: Ryan Honea**		**2009: Rex Ramsay**
SC ACOG Board		N/A	N/A	N/A	N/A	N/A		2009: Marion Lyles
Sewer Commission		Council will no longer appoint						
Zoning Board of Appeals	01-08	**2012: Gary Winters**	**2012: Sammy Lee**	**2012: Bill Gilster**	**2012: Clark Wilmont**	**2012: Eric Molin**		**At Large: 2012/Berry Nichols & Scott Foster**

** Infrastructure Advisory Commission members serve until replaced

Council does not appoint this Board/Commission
OPEN SEAT for this Board/Commission
PAST DUE APPOINTMENT for Board/Commission

Last Updated: 3/26/2008

March 25, 2008

RE: BOARD OF ZONING APPEALS – AT LARGE SEAT

Gentlemen:

Mr. Paul Reckert, 236 White Pine Drive, Fair Play, SC 29643, 864-972-2073 approached me after the last meeting requesting that he be considered for the At Large Seat on the Board of Zoning Appeals.

Mr. Reckert told me that he has previous zoning experience as he was the Chairman of the Zoning Board, Austin Town Township outside Youngstown Ohio for many years and also was the Chairman of the Zoning Appeals Board in the same jurisdiction. He stated he felt his previous experience would be of benefit to the board and county and asked for your consideration for appointment.

The last At Large Seat is currently on the April 1, 2008 agenda for appointment.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: APRIL 1, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

QUESTIONNAIRE FOR BOARDS / COMMISSIONS FORM

BACKGROUND OR HISTORY:

This form has been designed to gather consistent information for Council's review for individuals who wish to serve on a Council appointed Board or Commission. This form would provide Council with additional information to assist in making their decisions for appointments.

SPECIAL CONSIDERATIONS OR CONCERNS:

- The form would be filled out by any interested citizen and forwarded to all council members at appointment/reappointment time for each specific board or commission.
- Council members are still encouraged to approach citizens to serve who they feel are qualified for a particular board / commission – the citizen would need to complete form for review by other Council members prior to the vote
- The forms would be filed in the Clerk to Council office for two years.

STAFF RECOMMENDATION:

Approve usage of the Questionnaire for Boards / Commission form beginning April 1, 2008.

FINANCIAL IMPACT:

NONE

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:
Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Questionnaire for Boards / Commissions

Submitted or Prepared By:

Elizabeth G. Hulse, Clerk to Council
Department Head/Elected Official

Approved for Submittal to Council:

Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ **County Attorney** _____ **Finance** _____ **Grants**
C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

QUESTIONNAIRE FOR
BOARD / COMMISSION

PLEASE PRINT

[For all yes/no questions please circle appropriate answer.]

Name of Board / Commission to which you wish to be appointed / reappointed:

____ Aeronautics Commission
____ Arts & Historical Commission
____ ATAX Commission
____ Economic Development Commission
____ Infrastructure Advisory Commission
____ Parks, Recreation & Tourism Commission
____ Solid Waste Commission
____ Zoning Board of Appeals
____ Anderson-Oconee Behavioral Health Services Commission
____ Board of Assessment Appeals
____ Building Codes Appeal Board
____ Firemen's Insurance & Inspection Fund Board
____ Library Board
____ Planning Commission
____ Water Board

Name: _____
[First] [Middle/Maiden] [Last]

Home Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

Legal Resident of Oconee County? Yes / No County Council District #: 1 2 3 4 5

Occupation: _____ Present Employer: _____

Employer's Address: _____

Please indicate which best describes the level of education you last completed:
____ Some High School ____ High School Graduate/GED ____ Some College ____ College Graduate
____ Professional Degree [please specify]: _____

Do you currently serve on any other state, county, city or community boards or commissions? Yes / No
If yes, please list below:

_____

Do you have any interest in any business that has, is, or will do business with the County of Oconee? Yes / No
If yes, please list below:

_____

Do you have any potential conflict of interest or reason to routinely abstain from a vote for this board / commission: Yes / No
If yes, please list below:

_____

Are you currently serving as an appointed or elected official in any other jurisdiction? Yes / No
If yes, please list below:

_____

Summary of Qualifications or Experience that you feel would be beneficial to this board / commission:

_____

_____

_____

[Please return completed form to Clerk to Council, 415 S. Pine Street, Walhalla, SC 29691]

April 1, 2008

Oconee County Council:
Citizens of Oconee County:

It has recently been brought to my attention that an issue about travel reimbursement to me is of concern to a few citizens. This involves reimbursement for local travel on County Council business. All such travel was documented and approved before payment was made.

However, it is imperative that such issues do not get in the way of County business and we must continue to move forward with our initiatives. As Council Chairman I cannot be an effective leader if distracted by side issues not directly related to our tasks at hand. I will not and cannot allow this to interfere with the teamwork and synergy we have developed over the past year and a half.

Therefore, enclosed please find my personal check to repay all monies received from this reimbursement. I am sorry that my hospitalization does not permit me to personally deliver this message, however, it is nonetheless sincere.

Thank you for your kind consideration.

Sincerely,

George Blanchard, Chairman
Oconee County Council

CONTRACT for ADMINISTRATIVE SERVICES

between

Oconee County

and

APPALACHIAN COUNCIL OF GOVERNMENTS

for

QuickJobs Development Center Project
Community Development Block Grant No. 4-W-07-005

CONTRACTOR: Appalachian Council of Governments

GENERAL NATURE OF CONTRACT: Technical assistance to Oconee in the administration of the QuickJobs Development Center Project (Community Development Block Grant # 4-W-07-005.)

CONTRACT PERIOD: January 1, 2008 - December 31, 2009 **or through project close-out, whichever is applicable**

GENERAL PROVISIONS: The contractor agrees to furnish and deliver all products and perform all services set forth in the attached pages for the consideration stated herein.

CHANGES: This contract constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless in writing and signed by both parties.

NAME & ADDRESS OF CONTRACTOR
Appalachian Council of Governments
Post Office Drawer 6668
Greenville, SC 29606
Steve Pelissier, Executive Director
(864) 242-9733

NAME & ADDRESS OF GRANTEE
Oconee County
415 South Pine Street
Walhalla, SC 29691
Dale Surrett, Administrator
(864) 638-4244

THIS AGREEMENT, entered into by and between the Appalachian Council of Governments, hereinafter referred to as "Contractor" and Oconee County, hereinafter referred to as "Grantee,"

WITNESSETH THAT:

WHEREAS, the Grantee desires to engage the Contractor to render certain technical and professional services

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor

The Grantee hereby agrees to engage the Contractor and the Contractor hereby agrees to provide technical assistance as herein set forth.

Section 2. Scope of Services

The Contractor shall do, perform, and carry out in a satisfactory and proper manner, the following services for the areas as designated below. All work activities undertaken pursuant to the provisions of this Section shall benefit residents of the area on a non-discriminatory basis. Work elements shall be performed in accordance with the following detailed work descriptions:

Scope of Services

Specific work elements and conditions are as follows:

1. *Community Development Grant Administration.* This includes:
   a. The preparation of an **CDBG** application and submission to the State.
   b. The development of a mechanism for monitoring Community Development Block Grant activities and overall program performance.
   c. The preparation of necessary reports concerning monitoring reviews and evaluations.
   d. Assist in the compliance for required citizen participation and public hearings.
   e. The scheduling of periodic briefing sessions with local officials to discuss program progress.
   f. Coordination of all related matter regarding the Community Development Block Grant.
   g. Assist in the compliance of any special grant conditions.
   h. Prepare and file quarterly reports to the S.C. Department of Commerce.

2. *Preparation of Environmental Review Record (ERR).*
   a. Detailed document outlining impact of proposed project.
   b. Includes development of ERR, publication of newspaper display advertisements, request for release of funds.

3. *Financial Management.*
   a. Coordinate grant with S.C. Department of Commerce and Oconee County for project duration.
   b. Process all Requests for Payments for Community Development Block Grant Funds.
   c. Monitor expenditures and maintain project budget.
   d. Instruct Grantee to include grant funds as part of annual audit as specified in

OMB Circular A-128 or OMB Circular A-133, whichever is applicable. The audit shall be done in a timely manner and all costs associated with the audit shall be paid for by the Grantee.

e. Submit final statement of funds and close-out report to the S.C. Department of Commerce.

5. *Grantee agrees to:*

a. Provide the Contractor with all information relevant to the administration of the project.

b. Authorize the Contractor to coordinate community development activities with the full cooperation of the Grantee's Offices and Personnel directly involved

Section 3. Time of Performance

The services of the Contractor are to commence as soon as practicable after the execution date of this agreement and shall be considered complete upon written notification from the SC Department of Commerce, Office of Community Grant Programs (OCGP) that Grant #4-W-07-005 has been programmatically closed and that all approved program beneficiaries have been documented and accepted. The contractor will follow up with the client to ensure documentation is submitted necessary for issuance of the notification of Final (F-2) Close-out of the grant from OCGP.

Section 4. Personnel

The Contractor represents that he has or shall secure all personnel required to perform the services under this contract. All of the services rendered forthwith shall be performed by the Contractor with qualified personnel. Upon execution of this contract, the personnel responsible for the administration of this grant will be identified.

Section 5. Compensation

The Grantee agrees to pay the Contractor for actual costs incurred by the contractor within the scope of this contract not to exceed the following amounts:

General Administration $35,000

The Contractor will invoice the Grantee on a reimbursable basis, with appropriate documentation of expenditures.

Section 6. **Contract Termination**
Either party may terminate this Contract by giving written notice to the other party at least thirty (30) days before the effective date of such termination. Upon termination of this Contract as herein provided, the obligation to the Contractor to conduct and carry on the work herein provided shall forthwith cease.

Section 7. **Interest of Contractor**
The Contractor covenants that he presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor covenants that in the performance of this Contract, no person having any such interest shall be employed.

Section 8. **Community Development Block Grant Contract Special Provisions**
The special provisions as revised on 12/05, attached herewith shall be considered part of this Contract.

This agreement formally entered into and agreed upon on the aforementioned date.

By: *Oconee County*

Witness

Chief Executive Officer

Appalachian Council of Governments

Witness

Steve Pelissier, Executive Director

Budget

Grant Number

Activity Description	CDBG Federal Funds Requested COLUMN 1	Local Cash Match* COLUMN 2
Acquisition		
Property Disposition		
Clearance		
Code Enforcement		
Rehabilitation- Private Property		
Rehabilitation- Commercial		
Rehabilitation- Personnel		
New Housing Construction		
Relocation ☐ Temporary ☐ Permanent		
Water Facilities		
Sewer Facilities		
Flood and Drainage Facilities		
Street Improvements		
Community Center/Facility		
Identify		
Other Public Facilities Improvements	960,000	
Identify Workforce Training Center		
Removal of Architectural Barriers		
Interim Assistance		
Public Services		
Economic Development Assistance to "Non-Profit"		
Economic Development Assistance to "For-Profit"		
Microenterprise Assistance		
Other Activities		20,000
Identify Testing and Independent Inspection		
Engineer/Architect		70,000
Planning Only		
General Administration	26,364	8,636
Grand Total	**986,364**	**98,636**

*Waiver of fees or non-cash match should not be listed in Column 2

DEPARTMENT OF COMMERCE
GRANTS ADMINISTRATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACT SPECIAL PROVISIONS

The following CDBG Contract Special Provisions should be used with all construction contracts, including housing rehabilitation as applicable, and professional service contracts, where CDBG funds are being used in whole or in part.

CONTRACT SPECIAL PROVISIONS

1. **Limitation of Liability:** The contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the owner. This provision is not applicable to contracts for CDBG administration services where the contractor is a Council of Government or a Regional Planning Agency.

2. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this project, shall be vested in the unit of local government. When the unit of local government determines that the property is no longer required for the purposes of this project, the unit of local government must notify Grants Administration and obtain approval for disposition of the property in accordance with applicable guidelines.

3. **Agreement/Contract:** If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

   The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

4. **Federal, State and local laws, ordinances and codes** are subject to change from time to time as they are promulgated. The contractor shall be notified in writing of any such changes when they occur and they shall be incorporated in writing to this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the contractor.

5. **Termination for Convenience:** This agreement may be terminated for convenience in accordance with 24 CFR, 85.44.

6. **Amendments:** Any changes to this contract affecting the scope of work of the project must be approved, in writing, by the Owner and Contractor and shall be incorporated in writing to this contract. Any amendments exceeding 10% or $10,000 (whichever is less) of the original contract price must have written approval by Grants Administration prior to execution.

7. **Copyright:** Except as otherwise provided in the terms and conditions of this contract, the contractor paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for federal government and SFA purposes:

   (a) the copyright in any work developed under this contract; and

(b) any rights of copyright to which a subcontractor purchases ownership with grant support.

The Federal Government's rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

8. **Terms and Conditions:** The State reserves the right to add or delete terms and conditions of this contract as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.

9. **Reporting Requirements:** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State.

10. **Sanctions:** If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following sanctions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the contractor is in full compliance.

11. **Applicable Law:** In addition to the applicable Federal Laws and Regulations, this contract is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this contract, the contractor agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.

12. **Compliance with Air and Water Acts:** Applicable to construction contracts and related subcontracts exceeding $100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

    (1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

    (2) Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.

    (3) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

    (4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this agreement, in every nonexempt subcontract and requiring that the contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

13. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

14. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

    (1) Including qualified small and minority businesses on solicitation lists;

    (2) Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;

    (3) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;

    (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and

    (5) Using the services and assistance of the Small Business Administration, the Governor's Office of Small and Minority Business Assistance, the Department of Commerce and the Community Services Administration as required.

15. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this contract, which the Agency requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Agency.

16. **Access to Records:** Records with respect to all matters covered by this contract shall be made available for audit and inspection by the agency, the grantor or their representatives.

17. **Prime Contractor Responsibilities:** The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this contract. The owner will consider the Contractor to be the sole point of contact with regard to contractual matters.

18. **Subcontracting:** If any part of the work covered by this contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the owner. All subcontracts must be approved by the owner to insure they are not debarred or suspended by the Federal or State Governments and to insure the owner understands the arrangements.

19. **Legal Services:** No attorney-at-law shall be engaged through the used of any funds provided under this contract in suits against the State, Local Public Body or any political subdivision.

20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.

21. **Reporting of Fraudulent Activity:** If at any time during the term of this contract anyone has reason to believe by whatever means that, under this or any other program administered by Grants Administration a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be reported to the appropriate authorities.

22. **Age Discrimination:** In accordance with 45 CFR, parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this contract.

23. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

    The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

    The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

    The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

The contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

25. **Section 504 of the Rehabilitation Act of 1973, as amended:** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

26. **Lead-Based Paint:** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

27. **Debarment Certification:** The contractor must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

    (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is cumulative amount from all federal funding sources).

    (b) Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.

28. **Equal Employment Opportunity:** In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor

shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program.

The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State the contractor may request the State to enter into such litigation to protect the interest of the State.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

29. **Federal Labor Standards Provisions:** U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (07/2003) ref. Handbook 1344.1 **(Applicable to construction contracts in excess of $2,000 or residential rehabilitation contracts involving more than eight units. These regulations must be complied with or sanctions will be instituted.)**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards

Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification an wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed I the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee within the 30-day period that additional time is necessary.

(Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract form the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records

shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions make and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) the contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set our accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete'

(2) The each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has bee paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment Training Administration, Office of Apprenticeship Training, Employer and Training Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as state above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than

permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 wich are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any if its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of

the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provided in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2)of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

30. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:**

(a) **Official Position Not To Be Used For Financial Gain SECTION 2:** Section 8-13-410 of the 1976 Code is amended to read:

(1) "No public official or public employee shall use his official position or office to obtain financial gain for himself.

(2) No public official or public employee shall participate directly or indirectly in a procurement when he has knowledge or notice that:

(a) he or any business with which he is associated has financial interest pertaining to the procurement;

(b) any other person, business, or organization with whom he or a member of his household is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

(3) Where a public official or public employee or any member of his household holds a financial interest in a blind trust, he shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the appropriate supervisory office."

(b) **Breach of Ethical Standards SECTION 3:** Section 8-13-420 of the 1976 Code is amended by adding the following paragraph at the end:

"It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an

inducement for the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this paragraph shall be conspicuously set forth in every contract and solicitation thereof."

(c) **Breach Of Ethical Standards, Administrative Remedies SECTION 4:** The 1976 Code is amended by adding:

Section 8-13-500

(1) Except as may be permitted by regulations of the State Ethics Commission, it shall be a breach of ethical standards for any public employee or public official who is participating directly in the procurement process to resign and accept employment with any person contracting with the governmental body with whom the public employee or public official is associated.

(2) No person shall use a former public employee or public official knowingly to act as principal or as an agent for anyone other than the State or other governmental entity with whom he is associated in connection with any judicial or other proceeding, application, request for ruling, or other determination, contract, claim or charge or controversy in which the public employee or public official participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while such a public employee or public official where the State or other governmental entity is a party or has a direct and substantial interest.

(3) It shall be a breach of ethical standards for a business, in which a public employee or public official has a financial interest, knowingly to act as a principal or as an agent for anyone other than the state or other governmental entity with which he is associated in connection with any contract, claim or controversy, or any judicial proceeding in which the public employee or public official either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the official's or employee's official responsibility, where the state or governmental entity is a party or has a direct and substantial interest.

Section 8-13-510

(1) The provisions of this section and Sections 8-13-530 shall be in addition to all other civil and administrative remedies against public employees or public officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose an oral or written warning or reprimand.

(3) The value of anything received by a public employee or public official in breach of ethical standards of this chapter or regulations promulgated hereunder shall be recoverable by the State or other governmental entity in an action by the Attorney General against anyone benefiting from such violations.

(4) Before a public employee's employment or a public official's association with the State or governmental entity is terminated for a violation of the provisions of this chapter, notice and an opportunity for a hearing shall be provided to the public official or public employee.

Section 8-13-520

(1) The provisions of this Section and Sections 8-13-510 and 8-13-530 shall be in addition to all other civil and administrative remedies against nonpublic employees or officials which are provided by law.

(2) In addition to existing remedies for breach of the ethical standards of this chapter or regulations promulgated hereunder, the State Ethics Commission may impose against a nonpublic employee or official any one o more of the following:
(a) written warnings or reprimands;
(b) debarment or suspension from being a contractor or subcontractor under public contracts. Actions under this section may be appealed to the appropriate administrative review panel, as authorized under section 11-35-4410, within ten days of the actual notice of debarment or suspension to the affected party.

(3) The value of anything transferred in breach of the ethical standards of this chapter or regulations promulgated hereunder by a nonpublic employee or official shall be recoverable by the State or other governmental entity involved in any action by the Attorney General against anyone benefiting from such violations.

Section 8-13-530

(1) "The value of anything transferred or received in breach of the ethical standards of this chapter or regulations promulgated hereunder by a public employee, public official, or nonpublic employee or official may be recovered from the public employee, public official, or nonpublic employee or official.

(2) Upon showing that a subcontractor in connection with the award of a subcontract or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the State or governmental entity and shall be recoverable hereunder from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties."

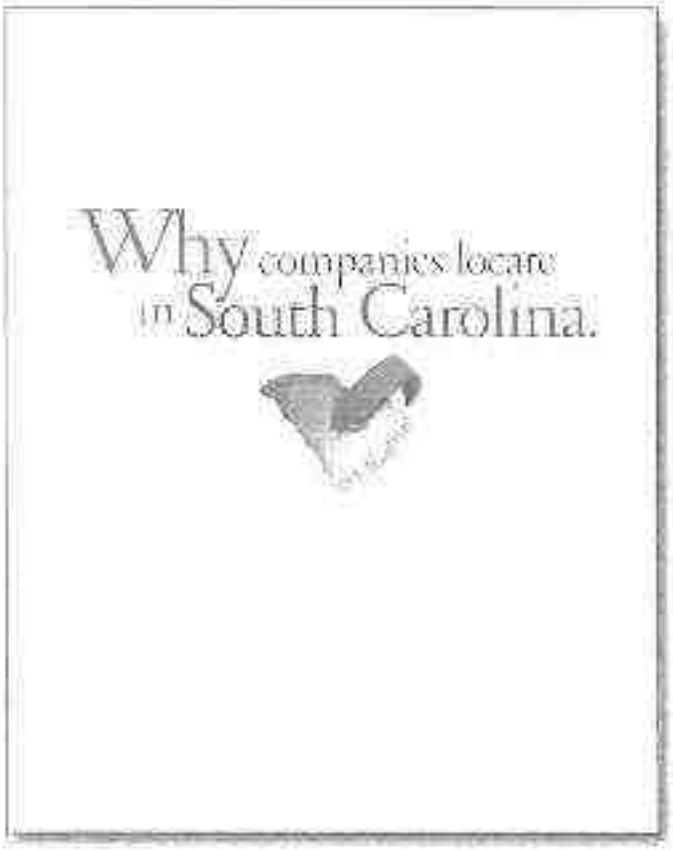
Should any governmental entity, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under this or any other CDBG grant, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If Grants Administration finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as appropriate. Grants Administration may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the Community Development Block Grant Program and Grants Administration policies.

FOR YOUR INFORMATION ONLY

APRIL 1, 2008
7:00 P.M.

Small Document, Big Message.

"Why Companies Locate in South Carolina"



In today's world of industrial recruiting, an economic development organization must deliver its initial message to a prospective company in a compelling, yet succinct, way. And the basic question has always been the same: "Why should I locate in South Carolina?" Realizing these two fundamentals, the South Carolina Power Team has, for more than a decade, published a 10-page booklet that answers the question simply and attractively. The latest edition of "Why Companies Locate in South Carolina", published in January, is now available.

"There are many great reasons for a manufacturer or distributor to locate in South Carolina. In our early days, we put all the advantages into one document and called it the "South Carolina Prospectus," said South Carolina Power Team Executive Vice President Fred Cassaway. "But the document, while useful, was too broad in scope, bulky to use and, we suspected, not delivering the primary messages we intended. We realized that we needed a document that presented, quickly and effectively, why a company should locate in South Carolina. That's how, what we call the 'Why Book', began."

The primary challenge of creating the "Why Book" lay in condensing the many business advantages of South Carolina and highlighting the most important ones. An analysis of South Carolina's business advantages indicated that they could be grouped under five broad attributes that became the basis for the "Why Book." These five attributes, still applicable today are:

- Strategic Location
- Productive Workforce
- Great Quality of Life
- Low Costs
- Professional Location Assistance

Cassaway, who frequently calls on prospects at national trade shows, lauds the "Why Book" and its message. "Naturally we tailor our message to fit the prospect as much as we can," he said. "But it is a huge advantage to be able to speak to a prospect and then be able to hand him or her a booklet that immediately reinforces the overall advantages a company in South Carolina will enjoy if they choose to locate or expand here."

"Why Companies Locate in South Carolina" initially appeared in 1998 and now has been updated and reprinted three times. Copies of the latest edition are available from the South Carolina Power Team. To request copies, e-mail Andrew Folks, director of business relations, at Afolks@SCpowerteam.com.

Over 5,000 Jobs Go To Non-Urban Areas

Recruited by Department of Commerce in 07

In January, the South Carolina Department of Commerce released their 2007 jobs and investment recruitment numbers. Commerce and/or participated in economic development efforts in 2007 that resulted in 15,666 jobs and $4.045 billion in capital investment in South Carolina. Of the new jobs, over 5,000 of them are located in non-urban areas of the state.

"In 2007, more than 34% of the jobs recruited by Commerce went to rural communities," said Commerce Secretary Joe Taylor. South Carolina's Employment Security Commission reports that 21% of our labor force is not located in a metropolitan statistical area. "South Carolina's recruitment success in 2007 reaffirms that our state is a preferred location in which to do business. Additionally, the numbers demonstrate the strength of our workforce in both rural and urban areas as we see growth and an unprecedented amount of world-renowned companies, choosing to locate here and bringing with them jobs and investments that will have a lasting impact."

Where do prospects get Site Selection information?

The readers of *Area Development* magazine who participated in their 2007 corporate survey AREADEVELOPMENT identified these sources:

- Internet – 55%
- Site magazines – 48%
- General business magazines – 24%
- Financial publications – 23%
- Response to direct mail/e-mail – 14%
- Vertical industry magazines – 11%
- CD-ROMs/other software – 8%
- Response to Telemarketing – 3%

NOTE: 106 survey respondents, 87% are affiliated with industrial and logistics operations. Source: All information in article from 22nd Annual Corporate Survey in December 2007/January 2008 *Area Development* magazine.

PROJECT REPORT

Project: Oconee County Golden Corner Commerce Park Project
WKD Project No. 80021.00.C1

Consultant: W. K. Dickson

Report Period: February 1, 2008 - February 29, 2008

Budget:

Phase	Description	Fee	% Complete
01	Topographic Survey	$26,000	22.61 %
02	Additional Soils Investigations	$4500	0%
03	Reimbursable Expenses	$1,300	0 %

Description of Project Phase:

01 Topographic survey of Commerce Park Site
02 Additional soils investigations to determine suitability for land application of wastewater.
03 Reimbursable expenses associated with the design phase.

Project Status:

01 **Topographic Survey**
Field work for ground control was completed on February 27 and aerial work was completed on March 3. Expect to have completed topographic map April 4, 2008.

02 **Additional Soils Investigations**
Additional soils investigations will be scheduled upon completion of the topographic map to be utilized with the investigations.

03 **Reimbursable Expenses**
This project phase tracks reimbursable expenses associated with the project with costs often lagging actual date of charge due to billing and expense submittal dates.